

REQUEST FOR PROPOSAL
TO PROVIDE A TRANSIT SYSTEM-PLANNING PLATFORM SOLUTION FOR
JEFFERSON PARISH FIXED-ROUTE TRANSIT OPERATIONS



RFP No.: 0444

Proposal Receipt Date: October 14, 2022

Proposal Receipt Time: 3:30 PM

Jefferson Parish
Department of Purchasing
200 Derbigny Street, Suite 4400
Gretna, LA 70053

(504) 364-2678

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**REQUEST FOR PROPOSAL
FOR
A TRANSIT SYSTEM-PLANNING PLATFORM SOLUTION FOR JEFFERSON
PARISH FIXED-ROUTE TRANSIT OPERATIONS**

1.1 Background

Transit System-Planning Software Procurement

The Jefferson Parish Department of Transit Administration (JPDTA) is currently seeking an interested, qualified proposer to provide a transit system-planning platform solution for fixed-route transit operations. The solution will be used to manage all services related to scheduling, runcutting, and rostering for Jefferson Parish Transit fixed-route service and operations.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, proposer agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish (hereinafter sometimes referred to as the "Parish") standard terms and conditions as adopted by Jefferson Parish Council Resolution.

1.3 Goals and Objectives

Jefferson Parish Transit is seeking Proposers to provide an end-to-end planning and scheduling platform for its fixed-route system, for eventual but optional acquisition.

The objective of this project is to equip Transit Administration with the capacity to increase service efficiency and overall service quality for riders, and increase cost efficiency of service provision for the Parish.

1.4 Proposer Minimum Requirements

Warranties:

The proposer shall provide a complete inventory of equipment installed, including description, manufacturer, model, and serial number, and submit any manufacturer's warranty or registration forms. If the manufacturer's warranty is longer than one year; such warranty shall be provided to the owner. The proposer shall warrant all equipment to be free of defects in materials and workmanship for one year from the date of substantial completion of the project. For any failures within the warranty period, provide answers to service calls and requests for

information within a 24-hour period and repair or replace any faulty item within a 23-hour period without charge, including parts and labor.

Extended warranty for all equipment shall be available for a minimum of two additional years beyond initial warranty.

Industry Standards/Tests/Recommendations:

The following are standards, tests, and recommended methods that apply to this work:

- a) United States Military Standard (MIL-STD)
- b) SAE International (SAE)
- c) Universal Serial Bus (USB)
- d) Ingress Protection Rating (IP)
- e) International Organization for Standardization (ISO)
- f) Federal Communications Commission (FCC)
- g) Audio System Design and Installation (ASDI)

Proposer Qualifications:

- a) Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:
 - 1) Be a franchised dealer and service facility for the major manufacturer's products furnished under this contract.
 - 2) Maintain a fully staffed and equipped service facility.

References:

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in past two (2) years. Contact person(s), addresses and telephone numbers for each reference shall be included.

The Proposer may satisfy the Proposer Qualifications through the use of a subcontractor.

1.5 Schedule of Events

| | <u>Date</u> | <u>Time (CST)</u> |
|---|-------------|--|
| A. RFP posted online @ www.jeffparishbids.net | 9/15/2022 | At least 30 days prior to the last day that proposals will be accepted |

| | | |
|---|------------|-------------------------------|
| B. Pre-Proposal Conference (Not required) | | 10-14 days after RFP mailed |
| C. Deadline to receive written inquiries | 9/25/2022 | To be completed by Purchasing |
| D. Proposal Receipt Date and Time | 10/14/2022 | 3:30 PM |
| E. RFP Evaluation Committee Meeting | | TBD |

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally, proposers may check for meeting information posted on the Jefferson Parish website.

| | |
|---|-----------------|
| F. Council Selection via resolution | To be scheduled |
| G. Contract Ratification via resolution | To be scheduled |

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark outside of electronic envelope, with the following information and format:

- Proposal Name: Provide a Transit System-Planning Platform Solution for Jefferson Parish Fixed-Route Transit Operations
- Proposal No. 0444
- Proposal Receipt Date and Time: October 14, 2022 at 3:30 PM

Proposals will only be received online through the Jefferson Parish e-Procurement site, Central Bidding. Central Bidding can be accessed by visiting either www.jeffparishbids.net or www.centralbidding.com. Registration is required and free for Jefferson Parish Proposers by accessing the following link: www.centralauctionhouse.com/registration.php.

Proposer is solely responsible for the **timely submission** of its proposal. Late proposals will not be accepted.

Price proposals and/or price schedules shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as **"Pricing Attachments"**. Price Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Evaluation during the RFP Evaluation Committee Meeting. Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price proposals shall be worth twenty-five percent (25%) of the total price points assigned.

Proposals shall not be opened publicly. RFP Evaluation Committee Meetings are opened to the public for the evaluation of submitted proposals.

1.7 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of proposer's ability to perform the services described in the RFP and confirms that proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to

government entities existing customer satisfaction, demonstrated volume of merchants, etc.

- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile: Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the cost proposals and/or price schedules.
- H. Price Proposal: Proposer's fees and other costs shall be submitted **in a separate electronic envelope (named "Pricing Attachments")** with proposal submission. This price proposal shall include any and all costs the proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. The price proposal shall be worth twenty-five percent (25%) of the total price points assigned. The maximum cost points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. Evaluation of price proposal shall take place after technical evaluation has been completed.

1.8 Number of Response Copies

Each proposer shall submit one (1) original **electronic** signed proposal. PDF files are preferred. Price proposals **shall not** be included in the Technical portion of your submission.

1.9 Legibility/Clarity

Proposals submitted in response to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposal shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP. Each proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

1.11 Written Inquiries

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. **Without exception, all questions MUST be in writing** (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than 3:30 p.m., three (3) full business days from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by e-mail or **posted on the Central Bidding site**:

Phone: (504) 364-2678 Ext. 2682

Buyer Email: sduffy@jeffparish.net

Buyer Name: Ms. Sidney Duffy, Buyer II

1.13 Required Signed and Notarized Affidavits

Affidavits must be completed, signed, properly notarized and submitted in its original format prior to contract approval in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances. For the convenience of proposers, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*.

All proposers who submit a proposal with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the proposer, who would assist in providing services or materials under the proposal or who would share in any fees, commissions or other remuneration under the proposal. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and approved by Council Resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time a contract is executed.

1.18 Revisions, Withdrawals, Protest Procedures

Changes or revisions may be made to submitted proposals, prior to the Proposal Receipt Date and Time, through the Jefferson Parish e-Procurement System. All addenda and changes must cross-reference the relevant RFP section.

Proposer(s) request(s) for withdrawal of proposal(s) to this RFP must be submitted in writing and received prior to the Proposal Receipt Date and Time as set forth in Section 1.5, Schedule of Events.

Any proposer that submitted a proposal in response to this Requests for Proposals may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the proposer.

1.19 Cost of Offer Preparation

All proposals submitted in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

- A. The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, (504) 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, www.jeffparish.net.

- B. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.
- C. It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

1.23 Taxes

Jefferson Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of State and Parish taxes.

1.24 Selected Proposer's Responsibilities

The selected proposer shall be required to provide all items and services offered in his proposal. The proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

1.25 Sub-Contractor Requirements

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal; however, an RFP affidavit is only required to be submitted by the proposer. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein requested in the Scope of Work without the ratification by Jefferson Parish Council Resolution.

1.26 Insurance Requirements

Proposer shall furnish the Parish with certificates of insurance evidencing mandated coverage(s) pursuant to Resolution No. 136353, as amended, and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.27 Subcontractor Insurance

The proposer shall include all subcontractors as named insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 136353, as amended. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.28 No Guarantee of Quantities

The Parish of Jefferson does not guaranty quantity or services required in the Scope of Work defined in Part II. The proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of Scope of Work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the price proposal.

1.29 Contract Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for award. Contract negotiations are limited by Section 1.22(B) Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP Evaluation Committee shall seek authorization from the Council to negotiate a contract with another proposer under this RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal Receipt Date and Time if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposals will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the Evaluation Committee must review the RFP concerning not only the task of description, but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the Evaluation

Committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council Resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. The maximum technical points shall be calculated by multiplying the number of technical points assigned to the technical criterion multiplied by the number of evaluators scoring the proposal. After completion and tallying of the Technical Evaluation scores, each RFP Evaluation Committee member shall sign and date his/her individual score sheet. After the secretary of the Evaluation Committee collects all individual technical score sheets, the Purchasing Department representative and the requesting department representative shall tally the individual scores to obtain a total technical evaluation score for each proposer. Following the tabulation of technical scores, the Purchasing Department representative shall open the sealed price proposals, and shall read the pertinent portions of those price proposals aloud. To the extent necessary, the Evaluation Committee may further review and analyze the price proposals and/or request and receive clarification of the pricing information provided by the proposers for submission to the Council. After discussion of all price proposals, the Finance Department representative shall calculate the cost evaluation portion of the scoring sheet, using the price proposals submitted by proposers and the formula below. The cost evaluation shall constitute twenty-five percent (25%) of the total price points assigned. The maximum cost points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. The proposer with the lowest price shall receive the highest cost evaluation score.

Other proposers will receive a cost evaluation score computed as follows:

$$CS = (LPC/PC \times X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted by an Proposers

PC = Proposer's cost

X = Maximum combined cost points available.

After the Finance Department representative completes the cost evaluation scores, the Purchasing Department representative and the requesting department representative shall each add the cost evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department representative, the Finance Department representative and the requesting department representative. The secretary of the Evaluation Committee shall collect all individual and tabulated score sheets and deliver them to the Council Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified proposers and explaining their rationale. Attached to the memorandum shall be copies of the cost proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those cost proposals. A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible proposers. Responsibility of a proposer shall be

determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.net, for meeting details.

Upon completion of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the Evaluation Committee; except that the Council may select a proposer or multiple proposers other than the highest-ranked proposer provided that proposer selected has been given a cumulative score by the committee that received a total maximum score of at least eighty percent (80%). There are times when selection of multiple vendors to provide the same services in the best interest of the Parish. If multiple vendors are selected, the Parish administration is to negotiate favorable contract terms which are to include identical pricing for all selected vendors.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint. If the Evaluation Committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers.

1.32 Indemnification

Proposer shall agree to indemnify and hold harmless the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by proposer under this RFP.

Further, proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.33 Payment for Services

The proposer shall address and send the invoice to the **Jefferson Parish Department of Transit Administration pursuant** to the payment terms negotiated in the contract. Payments will be made by the **Jefferson Parish Department of Transit Administration** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **Jefferson Parish Department of Transit Administration**. Invoices shall include the contract and order number, using department and product or service purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the successful proposer holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the successful proposer under contract as set forth in section 2-935.1 for professional service providers.

Successful proposers submitting payment requests for services in connection with pre-placed emergency contracts shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.

1.34 Termination

The proposer affirmatively acknowledges and agrees that the terms of any ensuing contract shall be binding upon the parties thereto until the work has been completed and accepted by the Parish; but said contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties thereto.
- B. By the Parish as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the Parish will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the manager) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.
- D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing contract shall be binding upon the successors and assigns for the parties thereto. The ensuing contract being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of the contract.

1.37 Audit of Records

- A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuing contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under the contract. Parish's right to audit, inspect, and make

copies of proposer's records shall be at the sole expense of Parish.

- B. Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring contract, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said contract, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The proposer shall maintain all records in relation to the proposed contract at its location for a period of at least five (5) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 Record Ownership

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by proposer upon request at expiration or earlier termination of a contract.

1.40 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) the proposer's proposal; and, 4) Resolution No. 136353 and any amendments thereto.

1.41 Contract Changes

Upon negotiation of a bona-fide contract between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

Substitution of personnel shall be approved by the Council, prior to any replacements. In addition to the foregoing, if during the term of the contract, the successful proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written

certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated contract if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic, pandemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of the contract.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 136353.

1.45 Claims or Controversies

Proposer, as evidenced by his/her signature, agrees that the ensuing contract shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The JPDТА is currently seeking an interested, qualified proposer(s) to provide an end-to-end planning and scheduling platform for its fixed-route operations. It is the proposer's responsibility to provide a turn-key solution for eventual but optional acquisition of the platform solution.

2.1.1 Transit Operations Overview

Jefferson Parish Transit, overseen by the Department of Transit Administration (JPDТА), operates service in urbanized Jefferson Parish. Connecting service is provided between New Orleans Regional Transit Authority bus and streetcar lines in Orleans Parish, as well as in the Cities of Kenner and Gretna in Jefferson Parish. Additionally, JPDТА maintains two bus transfer stations with park-and-ride facilities are located on the Westbank in Gretna and Marrero.

Jefferson Transit operates daily for approximately 17 hours per day, with a fleet of 43 fixed-route vehicles and 31 fixed-route vehicles running in maximum service across 12 routes on the Eastbank and Westbank of the Mississippi River. In 2019, Jefferson Transit's fixed-route ridership reached approximately 1.9 million, with Jefferson supplying 108,025 vehicle revenue hours and 1,524,428 vehicle revenue miles of fixed-route service in total.

2.1.2 General Provisions

All proposers must complete/sign the following forms as required in the Appendices below:

- A. Insurance Requirements
- B. Signature Page
- C. Corporate Resolution
- D. Federal Transit Administration (FTA) Master Agreement
- E. Debarment/Suspension Certification
- F. Certification of Restrictions on Lobbying
- G. Non-Collusion Form
- H. Contractor General Certifications

The signed documents must be submitted with proposal.

The pricing for the services must include a component for software licensing/maintenance fees. The Proposer may source the software from a third-party vendor but must have a suitable agreement in place with this vendor for the life of the contract that also allows Agency personnel access to platform functions and features listed below.

2.1.3. Platform Functions and Features

The proposer must demonstrate ability to furnish a turnkey system with these components and functionalities. Proposers will provide options and costs associated in Attachment "K".

A. General

Specify the origin of all software applications or components that comprise the proposed application (i.e., Apps developed by other companies, software or systems acquired from others in the past, public domain, etc.).

The application shall be based on Microsoft Windows client-server architecture (or Terminal Services, as applicable).

The application's relational database management system (RDBMS) shall be COTS (commercial "off the shelf") and shall use Oracle® or Microsoft® SQL Server RDBMS for data storage.

The application shall provide a fully 64-bit Windows or Web-based client. (Specify which of these is available and the degree of functionality each provides.)

The application must be proven technology in use at North American transit systems at least as large as the Jefferson Transit system for at least 5 years (fixed-route minimum peak-vehicle requirements).

B. Interfaces and integration – General

The application's database shall be open and documented (No interfacing license fees, no access fees, to import data from or export data to external applications or systems).

The application shall provide a tested interface to [as applicable - Automatic Vehicle Location (AVL) / Automatic Passenger Counter (APC) / Google Transit] and must have previously been integrated with at least three systems in a production environment. Please specify manufacturer and model of installations the proposed application is integrated with.

State clearly all applicable interfacing encumbrances and data access/license fees.

The application shall support the export of schedule information to an external schedule publishing application with minimal user manipulation.

State clearly all applicable data access fees and interfacing license fees.

Indicate if the application includes a GTFS static interface to export scheduling data to the Google Transit trip planner (<http://www.google.com/transit>).

Specify the cost (if applicable) for the GTFS static interface.

Clearly indicate all requirements and applicable interfacing license fees.

C. General Functionalities

The application shall have an 'undo' feature to revert back from previous commands, and a 'Redo' feature to cancel reverting back.

The application shall be able to perform printing functions via the Windows Print Manager.

A comprehensive on-line help standard feature shall be included with the proposed application. On-line help must provide context-sensitive help information for command, menu item, screen and option.

The application shall include toolbars (iconic command buttons) that are configurable by the software user.

The application must have configurable lists with the ability to show secondary lists related to a primary list (for example a list of trips related to a block) and to quickly and easily compile basic statistics (e.g., totals and averages duration).

The grid control for configurable lists shall allow users to basic customizations:

- Click-and-drag column resizing;
- Drag-and-drop column reordering;
- Data sorting, both ascending and descending by column;
- Multiple keys for data sorting;
- Easy selection of columns to be viewed (add/delete columns).

Configurable lists must include options to print and export the content of lists - Specify the available formats (i.e., Excel; CSV; text files; XML, etc.).

The application must include a tool to select objects (i.e., Trips, blocks, stops, etc.) based on user-defined characteristics (e.g., trip on a specific route, starting within a given time interval, etc.)

The application should include the ability to save selection criteria to ease future / common selections.

The application must include tools to group objects according to criteria specified by the user for report creation. Then, it must be possible to produce statistics by groups, for example the total revenues hours of trips grouped by route and direction.

The application should be able to display and print histograms based on the characteristics of objects.

Pre-programmed function keys (hot keys) shall be an integral part of the user interface, permitting easy access to and manipulation of data for the user.

The application must support data import and export of the main entities data in standard Windows file formats including Microsoft Excel, delimited ASCII text, XML files.

The application shall support the Copy, Cut and Paste functions, as well as the drag and drop functions.

The application shall be capable of displaying time units in AM/PM (APX) and military (24-hour) time.

The application shall provide the ability to easily add user-defined fields in support of additional or new data storage requirements.

D. Parameters

The application shall retain all configuration and preference changes for each user, regardless of where the user logs on.

Configuration of the proposed application via parameter files, option screens, and the like should support tailoring to meet most requirements; source-code-level customization should not be necessary.

E. Data Validation

The application shall perform data validation at the point of data entry to the maximum extent possible. Provide details.

The application must include the ability for users to define validation criteria, for instance that block duration should not exceed maximum battery life on Zero Emission Vehicles.

The application's user interface must be uniform and consistent in its use of menus, buttons, function keys, and screen designs.

2.1.3.1 GIS Component

The application shall provide an integrated Geographic Information System (GIS) that can import and display a center-line street network from most common GIS data sources (shapefiles, etc.) .

The application must allow for the localization of stops/stations, public locations/landmarks on the street network using drag and drop, lat/long coordinates or street intersection.

The application shall display fixed-route paths based on their scheduled stops/stations, including branching (for Bus: expected turn-by-turn route, with stops/stations displayed).

The application must be able to compute stop-to-stop distances based on the street network information. The resulting itineraries should be editable by the user and easily included as driver paddle notes instructing drivers as to the series of "lefts and rights" to be performed.

In case stop distances computed by the GIS map are not accurate enough, it should be possible to maintain a second set of stop-to-stop distances.

It should be possible to estimate the duration and distances of deadheads between places using the street network.

The application shall allow for integrated editing and easy replacement of map files.

Functionalities shall be available to automatically re-localize objects following an update of the underlying GIS map network data.

The application must allow for the edition of the street network (new street segments creation; street segment modification; street segment deletion). The modifications shall be easily identifiable and there should be options to keep modifications when a new street network is imported.

The GIS component shall passenger “reach-map” as a bird flies as well as a pedestrian of the street network.

State the coordinate system(s) that can be used to record coordinate locations (e.g., stateplane (x-y); latitude/longitude).

The map display shall support ZoomIn, ZoomOut and pan, and provide the option to overlay additional layovers (e.g., census data, OpenStreet Map, Google Earth View, Street View, etc.) to ease service design functions such as route creation.

The map display must show one-ways, forbidden turns, barriers.

The GIS component should have an automatic coordinate converter to convert coordinate locations from stateplane (x-y) to latitude/longitude, and from, latitude/longitude to stateplane (x-y).

The GIS component should have the capability to export the street network data to external systems or applications in shapefile format.

2.1.3.2 Scheduling and Runcutting

Able to copy trips as follows:

- One schedule to a new schedule- i.e., winter to summer.
- One or many trips from one schedule to another schedule- i.e., copy two trips from the winter schedule to spring schedule
- One trip within the current schedule
- Special trips from one schedule to a new schedule- i.e., Sports events

Able to accommodate at least 99 timepoints per pattern or route variant.

Able to define time points that are not actual bus stops

Able to create trips individually, for a specified headway for a time interval, for a specified number of vehicles and synchronized with the passing times of other trips at common timing point(s).

Able to create trips based on the passing time at any one of the trip timing points.

Able to modify time point passing time at any time point in existing trips.

Able to modify selected trips, for instance to change the origin, the destination, the trip path.

Able to shift all time points passing times in a trip (positively or negatively) by a user specified amount of time in one step.

Capable of graphically and/or numerically displaying the times of all trips and route traveling through a common time point.

Allows for different running times between time points by

- Direction
- Time of day (indicate the maximum number time periods supported)
- Day of week
- Route.

Support the definition of base running times between two timing points that are common to many routes (i.e., new routes using the two timing points would automatically inherit the defined base running time).

Ability to change the running time between 2 timing points and automatically recalculate all trips that were built using that running time.

Allow for variations on deadhead running times as a function of the time or period of the day.

Allows or prohibits interlining between routes via a user defined parameter.

Allows pulling vehicles from more than one garage or location.

Includes the ability to develop feasible connections with other modes/carries (e.g., commuter rail, other service providers)

Able to define minimum layovers globally, at trip start, at trip end, by place, by route, by schedule type, by time of day, and by combinations of these; and as a fixed value or as a percentage.

Describe/illustrate the graphical methods of viewing and working with schedules.

Ability to control the displayed timing points in the various displays.

Describe the block building algorithm included in the proposed application and the supported options.

Ability to accept, reject or edit automatic blocking solutions.

Able to automatically renumber trips, blocks, operator workdays based on user-specified sorting order and criteria.

Able to load simultaneously multiple vehicle schedule scenarios (for comparison, for copying trips from one to the other, etc.).

Produces reports on platform, deadhead, and revenue hours and miles by user defined parameters such as trips, block, route, time period, service days, garage, operator.

Allows the user to define a limit and a validation on the number of vehicles allowed simultaneously at a given time point (for example, there is a constraint on the number of buses that can be accommodated at any one time at a transit center).

Supports infinite patterns (or variants) on a route (specify if a maximum exists).

Able to maintain seasonal routes.

Able to maintain variations of service or day's exceptions by day of week (i.e., extra Friday night service).

Able to maintain alternate schedules (for example schedules for No School, 2-hr School Delay, Early School Release).

Specify maximum number of alternate schedules.

The application must be configurable via parameters and rules and modified by an authorized users/supervisor to reflect union contract provision adjustments including but not limited to:

- Min/max work times
- Part-time operator work restrictions
- Spread times
- Spread premiums
- Report times
- Travel time
- Overtime
- Guarantee

Ability to define as soft rules the preferences for operator workday characteristics.

Ability to define target ratios for the number of operator workdays of various types, in order to provide a balanced solution.

Ability to define non-driving operator assignments, and assignments that include a driving element and a non-driving element within a day.

A configurable automatic runcutting algorithm capable of generating a globally optimized crew solution for an entire garage is proposed.

The runcutting algorithm is able to optimize scheduling functions to minimize the following:

- Cost
- Number of operators

Ability for the users to locally adjust the rules and parameters that control the automatic runcutting algorithm so that users can run what-if scenarios.

Ability to warn and ignore violations of work rules during interactive construction of operator assignments.

Ability to lock and unlock schedules by users (controlled by user level security).

Ability to analyze cost with respect to union contract provisions, including, but not limited to: pay rates, work rules, management requirements, facility specific rules.

Able to manually accept, reject, or edit automatic run cuts

- By route
- By vehicle type
- By block
- By run

Ability to easily query individual runs for all related information.

Ability to assign vehicle types and/or vehicle characteristics to routes and to have ability to override or enforce vehicle assignments at scheduling level.

Ability to define different types of reliefs (on-street, pull-in to garage, car relief).

Allow user to identify certain time points as relief points between operator assignments and automatically build the travel time into the assignments.

Ability to prohibit relief at a given location for part of the day, or for a specified direction.

Ability to calculate travel time based on the vehicle schedule (drivers traveling from the depot to start place, from the canteen to the relief place ...)

Maintain accurate statistics on revenue and non-revenue mileage.

Unlimited ability to save and retrieve previous run cuts.

The name of each runcut must be unique when saved, with a validation to prevent duplicate runcut identifiers.

Capability to produce paddles (driver timecards) by operator workday.

Ability to maintain notes at the following levels and to selectively address them to the drivers, the scheduler and/or the public:

- Timepoints
- Trips

Compute trip distance.

Support flexible sign-on/off matrix varying by place, time of the day, type of relief, vehicle group, type of operator workday.

Ability to define multiple operator workday types.

All rules and parameters for runcutting are user defined and can be changed by the user in the future.

Ability to maintain a calendar of schedules in production.

Ability to create vehicle and crew schedule statistics for a specified interval of dates.

Ability to create interfaces based on a calendar that records which vehicle and crew schedules are in effect for each date of a period.

2.1.3.3 Rostering

Ability to define parameters like minimum rest time, target rest time, free periods.

Ability to handle multiple rosters at same time, with allocation of operator workdays to a roster, based on preset criteria (for example: AM work or PM work; or workday type – straight, split; etc.).

Ability to define patterns for days off.

Ability to control operator workdays in each cell via patterns to match requirement to have early operator workdays before a day off, and late operator workdays after a day off.

Ability to define rules to control days off, weekend off, working time, Mondays off, categories of operator workdays.

Ability to favor restricting roster position to a single operator workday, a single route, a single group of routes, etc.

Ability to fix columns, fix rows.

Ability to define holidays.

Ability to handle four- and five-day working week.

Ability to build roster positions interactively.

Ability to display roster assignments by operator workday ID, operator workday type, operator workday start/end time, line/route, etc.

Ability to swap roster day assignments between positions.

Ability to swap full week's assignments between positions.

Ability to define rules and parameters to meet company and government regulations.

Ability to optimize rosters using an algorithm that considers hard and soft rules and cost parameters.

2.1.3.4 Reporting

The application shall include a set of standard reports, and a configurable reporting tool (e.g., Crystal Reports).

Provide details on the reporting tool and capability for the users to define their own report templates and to modify the templates provided by vendor.

Reports available as standard: (provide samples and details for each):

- Headways
- Block paddles
- Detailed Driver Run Sheet, Including Sign-On, Sign-Off, Pull-In, Pull-Out
- Vehicle Requirements Summaries
- Public Timetable
- Mileage and Platform Hours Data By Route By Day
- Bus Stop List By Route
- Bus Stop List For Entire application
- Bus stop list by user-defined subdivision
- Time Point List By Route
- User Defined Reports

The reporting tool shall allow authorized users to create new and to edit/configure existing report formats.

2.1.3.5 Operations-Support Requirements and Options

Proposers may submit additional options for the following features and requirements of the platform:

- a) Interface / Software Functionality
- b) Database Structure and Exports
- c) Route, Patterns, Stops, and Timepoints
- d) Trip Building
- e) Blocking
- f) Runcutting
- g) Bidding & Rostering
- h) Reporting

2.1.4. User Training Requirements

Proposer will be responsible for training Agency and key Operations personnel on how to complete schedule data entry, bus stop database updates, and paddle note updates as well as report production as listed above. Proposer shall provide a minimum of one electronic (PDF) copy of all necessary training materials for Agency and Operations personnel reference.

2.2 Period of Agreement

The term of any resulting contract shall be for five (5) years commencing on date of execution or signing of the contract, and shall expire five (5) years following date of execution.

If the scope of work as described in Section 2.1 of this RFP pertains to an emergency pre-placed contract and if Jefferson Parish has not entered into a new contract for the same scope of work prior to May 1st of the year in which the contract is set to expire, then the contract shall be automatically extended until the end of the calendar year of the same year that the contract is set to expire.

2.3 Price Proposal (Price Schedule)

Price proposals and/or price schedules shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as **"Pricing Attachments"**. Price Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Evaluation during the RFP Evaluation Committee Meeting. Cost Proposals shall not be included in the technical evaluation criteria. Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price proposals shall be worth twenty-five percent (25%) of the total price points assigned.

Pricing **must** be submitted on the Cost Proposal (Price Schedule) furnished in Attachment "J". All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer must describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The location(s) where service(s) is/are to be performed is **118 David Drive, Metairie, LA, 70003.**

2.6 Financial Profile

Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

2.7 Proposal Elements

A. Technical

1. Each proposer shall address how the proposer will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).
2. Plans for necessary training, where applicable. Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.

3. Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

B. Qualifications and Experience

1. Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.
2. Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.

PART III – FEDERAL CONTRACT PROVISIONS

3.1 Federal Contract Provisions

Proposers must refer to Attachment F (Contract Provisions for Non-Federal Entity under Federal Awards) in the Appendices for a list of required documents and provisions.

The signed documents must be submitted with submission.

PART IV – EVALUATION

4.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The proposed evaluation criteria shall measure how well a proposer's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for

Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Cost evaluation shall constitute twenty-five percent (25%) of the total price points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

A. TECHNICAL PROPOSAL (Maximum of 75 Points per Evaluator)

The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:

| | |
|--|----|
| i. Scope of Services | 15 |
| ii. Project Schedule | 5 |
| iii. Specific Experience – similar or larger scope of services currently being provided | 15 |
| iv. Personnel- experience of management staff, experience in similar projects, etc. | 10 |
| v. Innovative Concepts | 10 |
| vi. Training & Support Plan– amount of available full-time, part-time or temporary employees, etc. | 5 |
| vii. Responsiveness to the RFP | 10 |
| viii. Financial Profile of Company | 5 |

B. COST PROPOSAL

The proposer with the lowest price shall receive the highest cost evaluation score.

Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted by all Proposers

PC = Proposer's cost

X = Maximum combined cost points available

Maximum # of
Points 25 per
Evaluator

TOTAL MAXIMUM POINTS FOR THIS RFP 100 PER EVALUATOR.

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

- **Proposer’s timely correspondence regarding project milestones**
- **Proposer’s submission of accurate and itemized invoices**
- **Proposer’s adherence to project schedule/meet completion date**
- **Proposer’s ability to provide key personnel with knowledge and technical expertise/adherence to training and support plan**

5.2 Performance Measurement/Evaluation

- **Did the proposer finish ahead of schedule?**
- **Did the proposer respond to Parish correspondence in a timely manner?**
- **Were complaints/problems resolved in a reasonable and cooperative manner?**
- **Was the proposer reasonable and responsive to Parish needs?**
- **Was the final product usable for the purpose intended?**
- **Were changes in key personnel made? How often? With or without notice?**

PART VI - APPENDICIES

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

ATTACHMENT "B"

Request for Proposals #0444

**Provide a Transit System-Planning Platform Solution for Jefferson Parish
Fixed-Route Transit Operations**

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing a Transit System-Planning Platform Solution for the for the Jefferson Parish Transit Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: October 14, 2022.

Acknowledge Receipt of Addenda: Number: _____
Number: _____
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: _____

Address: _____

Phone Number: _____ Fax Number _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

ATTACHMENT "C"

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR
AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS,
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY
SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT
AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF AN EXCERPT OF THE
MINUTES OF THE ABOVE DATED MEETING OF THE
BOARD OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

ATTACHMENT "D"

**Request for Proposal
Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.
- RFP Affidavit must be submitted in its original format prior to approval in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.

Instruction sheet may be omitted when submitting the affidavit.

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that he/she is the
fully authorized _____ of _____ (Entity), the party who submitted
a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

ATTACHMENT “E”
Return With Your Proposal

FEDERAL TRANSIT AUTHORITY MASTER AGREEMENT

Contractor(s) agrees to acknowledge that Jefferson Parish has a grant agreement with the FTA, and Contractor(s) agrees to adhere to any and all terms and conditions of the grant agreement as they relate to obligations the Proposers would assume under this contract. The contractor(s) assumes all responsibilities for compliance with the United States Department of Transportation, Federal Transit Administration (FTA) Master Agreement, a copy of which can be viewed at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf>. This Master Agreement covers Federal financial assistance authorized by Federal transit laws codified at 49 U.S.C. 05301 et seq.; Title 23, United States Code (Highways); the Intermodal Surface Transportation Efficiency Act of 1991, as amended; or other Federal enabling laws administered by FTA. Any obligation of a Proposer or Contractor(s) to comply with governmental standards or regulations shall include the obligation to document such compliance. Any purchases made by Contractor(s) using federal funds shall be made in compliance with FTA third-party contracting requirements (Circular 4220.1F), a copy of which can be viewed at http://www.ft.dot.gov/legislation_law/12349_8641.html. Any Contractor(s) shall supply and/or execute such documents as the Parish may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. All proposals shall contain all certifications, duly executed, contained herein which are applicable. Failure to do so may result in the Parish’s refusal to consider the proposal.

We have read the attached Federal Transit Authority Master Agreement and are fully aware of the responsibilities and duties of Jefferson Parish and its contractors in complying with these requirements.

Signature
For: (company name)
Title: _____
Date: _____

ATTACHMENT "F"

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous

- places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(For all awarded construction contracts with a value greater than \$2,000.00)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journey and hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until applicable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(if federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Small Business Firm means a small business concern as defined at section 2 of PuL. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business

Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(5) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified I(c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within

the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains. The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(2) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provision of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's

rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain right' in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit with proposal. Failure to do so will result in proposal rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with proposal submission. Failure to do so will result in proposal rejection.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete an "submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

ATTACHMENT "G"
Return With Your Proposal

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of proposer's official)

(Name of proposer/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date _____

ATTACHMENT "H"
Return With Your Proposal

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify
on' (name and title of proposer's official)
behalf of _____
_____ that:
(name of proposer)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____

By _____
(signature of authorized official)

(title of authorized official)

ATTACHMENT "I"
Return With Your Proposal

CONTRACTOR GENERAL CERTIFICATIONS

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. The Proposer and its Subcontractors are not in arrears to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies.
2. No officer or employee or person whose salary or compensation for services is or has been payable in the past two (2) years in whole or in part from the Jefferson Parish Department of Transit Administration is or shall be or become interested directly or indirectly in this proposal or in the award or performance of the contract for the supplying of the aforesaid, and other related items, or in any portion of the profits or price therefore.
3. The Proposer complies with mandatory standards and polices relating to energy efficiency in compliance with the Federal Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

ATTACHMENT "J"
Return With Your Proposal
Cost Proposal (Price Schedule)

| Item | Qty | Description | Unit Price | Extended Price |
|------|-----|---|------------|----------------|
| 1 | 1 | Transit System-Planning Platform Solution (Server/Cloud and Software) | \$ | \$ |
| 2 | 1 | Cellular & Other Associated Solution Fees (ongoing) | \$ | \$ |
| 3 | 1 | Solution User Interface Training (one-time) | \$ | \$ |
| 4 | 1 | Solution Support & Maintenance Services (User Interface) | \$ | \$ |
| | | | Total | \$ |

REQUEST FOR EQUALS
Return With Your Proposal

Company Name: _____
Specification Section _____
Number: _____
Component Item _____
Listed: _____

Proposed Item: _____

Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.

ATTACHMENT “K”
Return with Your Proposal

COSTS & FEES BUNDLING PROPOSAL

| Transit System-Planning Solution Cost Bundling Proposal | | | | | | | | | |
|---|-----------|-----|-------|---|-------------|-----|--------------|---------|----------------|
| Server/Cloud and Software Capabilities | | | | Recurring Fees for Cellular, Warranty and Support | | | | | |
| One Time Item | Cost Each | Qty | Total | Recurring Item | Annual Cost | Qty | Total Annual | # Years | Total Cost All |
| Setup | | 1 | | 1-Year Term Recurring | | 1 | | 1 | |
| Software | | 1 | | 3-Year Term Recurring | | 1 | | 3 | |
| Hardware | | 1 | | 5-Year Term Recurring | | 1 | | 5 | |
| Training | | 1 | | | | | | | |
| Installation | | 1 | | | | | | | |
| Total | | | | | | | | | |

| User Interface | | | | Recurring Fees for Cellular, Warranty and Support | | | | | |
|---------------------|-----------|-----|-------|---|-------------|-----|--------------|---------|----------------|
| One Time Item | Cost Each | Qty | Total | Recurring Item | Annual Cost | Qty | Total Annual | # Years | Total Cost All |
| Product Training | | 1 | | 1-Year Term Recurring | | 1 | | 1 | |
| Installation | | 1 | | 3-Year Term Recurring | | 1 | | 3 | |
| Product Integration | | 1 | | 5-Year Term Recurring | | 1 | | 5 | |
| Total | | | | | | | | | |

| General Requirements | | Sample Weight | Response code | Description |
|--|---|---------------|---------------|-------------|
| General | | | | |
| number retained features sequentially for reference during the software demo / interview process | Specify the origin of all software applications or components that comprise the proposed application (i.e. Apps developed by other companies, software or systems acquired from others in the past, public domain, etc.) . | 0 | | |
| | The application shall be based on Microsoft Windows client-server architecture (or Terminal Services, as applicable). | 3 | | |
| | The application's relational database management system (RDBMS) shall be COTS (commercial "off the shelf") and shall use Oracle [®] or Microsoft [®] SQL Server RDBMS for data storage. | 3 | | |
| | The application shall provide a fully 64-bit Windows or Web-based client. (Specify which of these is available and the degree of functionality each provides.) | 3 | | |
| | The application must be proven technology in use at North American transit systems at least as large as the TRANSIT CO. for at least 5 years. (fixed route minimum peak vehicle requirements). | 3 | | |
| Interfaces and integration – General | | | | |
| | The application's database shall be open and documented (No interfacing license fees, no access fees, to import data from or export data to external applications or systems). | 3 | | |
| | The application shall provide a tested interface to [as applicable - Automatic Vehicle Location (AVL) / Automatic Passenger Counter (APC) / Google Transit] and must have previously been integrated with at least three systems in a production environment. Please specify manufacturer and model of installations the proposed application is integrated with. <u>State clearly all applicable interfacing encumbrances and data access/license fees.</u> | 3 | | |
| | The application shall support the export of schedule information to an external schedule publishing application with minimal user manipulation. <u>State clearly all applicable data access fees and interfacing license fees.</u> | 3 | | |
| | <u>Indicate if the application includes a GTFS static interface to export scheduling data to the Google Transit trip planner (http://www.google.com/transit).</u> Specify the cost (if applicable) for the GTFS static interface. <u>Clearly indicate all requirements and applicable interfacing license fees.</u> | 2 | | |
| General Functionalities | | | | |
| | The application shall have an 'undo' feature to revert back from previous commands, and a 'Redo' feature to cancel reverting back. | 2 | | |
| | The application shall be able to perform printing functions via the Windows Print Manager. | 3 | | |
| | A comprehensive on-line help standard feature shall be included with the proposed application. On-line help must provide context-sensitive help information for command, menu item, screen and option. | 3 | | |

| | | | | |
|------------------------|---|---|--|--|
| | The application shall include toolbars (iconic command buttons) that are configurable by a the software user. | 2 | | |
| | The application must have configurable lists with the ability to show secondary lists related to a primary list (for example a list of trips related to a block) and to quickly and easily compile basic statistics (e.g. totals and averages duration) | 3 | | |
| | <p>The grid control for configurable lists shall allow users to basic customizations:</p> <ul style="list-style-type: none"> • Click-and-drag column resizing; • Drag-and-drop column reordering; • Data sorting, both ascending and descending by column; • Multiple keys for data sorting; • Easy selection of columns to be viewed <p>(add/delete columns).</p> | 2 | | |
| | Configurable lists must include options to print and export the content of lists - Specify the available formats (ie. Excel; CSV; text files; XML, etc.). | 3 | | |
| | The application must include a tool to select objects (ie. Trips, blocks, stops, etc.) based on user-defined characteristics (e.g. trip on a specific route, starting within a given time interval, etc.) | 3 | | |
| | The application should include the ability to save selection criteria to ease future / common selections. | 2 | | |
| | The application must include tools to group objects according to criteria specified by the user for report creation. Then, it must be possible to produce statistics by groups, for example the total revenues hours of trips grouped by route and direction. | 3 | | |
| | The application should be able to display and print histograms based on the characteristics of objects. | 2 | | |
| | Pre-programmed function keys (hot keys) shall be an integral part of the user interface, permitting easy access to and manipulation of data for the user. | 2 | | |
| | The application must support data import and export of the main entities data in standard Windows file formats including Microsoft Excel, delimited ASCII text, XML files. | 3 | | |
| | The application shall support the Copy, Cut and Paste functions, as well as the drag and drop functions. | 3 | | |
| | The application shall be capable of displaying time units in AM/PM (APX) and military (24-hour) time. | 2 | | |
| | The application shall provide the ability to easily add user-defined fields in support of additional or new data storage requirements. | 3 | | |
| Parameters | | | | |
| | The application shall retain all configuration and preference changes for each user, regardless of where the user logs on. | 3 | | |
| | Configuration of the proposed application via parameter files, option screens, and the like should support tailoring to meet most requirements; source-code-level customization should <u>not</u> be necessary. | 3 | | |
| Data Validation | | | | |
| | The application shall perform data validation at the point of data entry to the maximum extent possible. Provide details. | 3 | | |
| | The application must include the ability for users to define validation criteria, for instance that block duration should not exceed maximum battery life on Zero Emission Vehicles. | 2 | | |
| | The application's user interface must be uniform and consistent in its use of menus, buttons, function keys, and screen designs. | 3 | | |

| Data Integrity | | | | |
|--------------------------------|---|---|--|--|
| | Transit Co. access to the data stored in the database must be unrestricted. | | | |
| | The application shall be able to store data, schedules, patterns and all supporting information for a minimum of 5 years. | 3 | | |
| Application/System Performance | | | | |
| | The application shall be designed for and capable of 24 hour per day, 7 day per week operation. | 3 | | |
| Security | | | | |
| | <p>The application provides the System Administrator with the following <u>group-level</u> security and access control features:</p> <ul style="list-style-type: none"> Control over a group member's access to each specific subsystem of the application (ie. bus scheduling; operator scheduling; GIS; etc.). Control over a group member's access to specific screens. Control over a group member's access to specific commands and functions. Control over a group member's rights to view, add, modify or delete specific data elements and records. Control over a group member's rights to add, modify or delete screens, menus, database columns, and reports. | 3 | | |
| | <p>The application provides the System Administrator with the following <u>user-level</u> security features:</p> <ul style="list-style-type: none"> Control over an individual user's access to specific screens (windows). Control over an individual user's access to specific commands and functions. Control over an individual user's rights to view, add, modify or delete specific data elements and records. | 3 | | |
| | <ul style="list-style-type: none"> The application supports the requirement for the user to change their password on a periodic basis. | 2 | | |
| | The application records all log-in attempts into the application or system (including the time, date and userid of log-in attempts). | 2 | | |
| | The application permits the System Administrator to modify user account passwords. | 3 | | |
| Support | | | | |
| | The Contractor must provide technical support during the Acceptance Test and Cutover phases. | 3 | | |
| | Technical support shall be available via phone, e-mail, web site resources, or on-site support. The contractor must respond to support critical operational issues within 24 hours. | 3 | | |
| | A warranty period of <u>one year</u> that begins after all TRANSIT CO.'s data has been converted and the entire application is accepted in writing or used in a production (operational) context by TRANSIT CO. | 3 | | |
| | Describe the proposed application's upgrade history for the past three years, including version numbers, dates of release, and major new features. | 0 | | |
| | Describe previous experience converting data from current scheduling application to the proposed scheduling application. | 0 | | |

| GIS | | | | |
|-----|--|---|--|--|
| | The application shall provide an integrated Geographic Information System (GIS) that can import and display a center-line street network from most common GIS data sources (shapefiles, etc.) . | 3 | | |
| | The application must allow for the localization of stops/stations, public locations/landmarks on the street network using drag and drop, lat / long coordinates or street intersection. | 3 | | |
| | The application shall display fixed-route paths based on their scheduled stops/stations, including branching (for Bus: expected turn-by-turn route, with stops/stations displayed). | 2 | | |
| | The application must be able to compute stop-to-stop distances based on the street network information. The resulting itineraries should be editable by the user and easily included as driver paddle notes instructing drivers as to the series of "left's and right's" to be performed. | 3 | | |
| | In case stop distances computed by the GIS map are not accurate enough, it should be possible to maintain a second set of stop-to-stop distances. | 2 | | |
| | It should be possible to estimate the duration and distances of deadheads between places using the street network. | 2 | | |
| | The application shall allow for integrated editing and easy replacement of map files. | 3 | | |
| | Functionalities shall be available to automatically re-localize objects following an update of the underlying GIS map network data. | 0 | | |
| | The application must allow for the edition of the street network (new street segments creation; street segment modification; street segment deletion). The modifications shall be easily identifiable and there should be options to keep modifications when a new street network is imported. | 3 | | |
| | The GIS component shall passenger "reach-map" as a bird flies as well as a pedestrian of the street network. | 3 | | |
| | State the coordinate system(s) that can be used to record coordinate locations (e.g., stateplane (x-y); latitude/longitude). | 0 | | |
| | The map display shall support ZoomIn, ZoomOut and pan, and provide the option to overlay additional layovers (e.g. census data, OpenStreet Map, Google Earth View, Street View, etc.) to ease service design functions such as route creation. | 2 | | |
| | The map display must show one-ways, forbidden turns, barriers. | 2 | | |
| | The GIS component should have an automatic coordinate converter to convert coordinate locations from stateplane (x-y) to latitude/longitude, and from, latitude/longitude to stateplane (x-y). | 1 | | |
| | The GIS component should have the capability to export the street network data to external systems or applications in shapefile format. | 1 | | |

| Scheduling and Runcutting | | Weight | Response code | Description |
|---------------------------|---|--------|---------------|-------------|
| 2.1 | <p>Able to copy trips as follows:</p> <ul style="list-style-type: none"> • One schedule to a new schedule- i.e. winter to summer. • One or many trips from one schedule to another schedule- i.e. copy two trips from the winter schedule to spring schedule • One trip within the current schedule • Special trips from one schedule to a new schedule- i.e. Sports events | 3 | | |
| 2.2 | Able to accommodate at least 99 timepoints per pattern or route variant. | 2 | | |
| 2.3 | Able to define time points that are not actual bus stops | 3 | | |
| 2.4 | Able to create trips individually, for a specified headway for a time interval, for a specified number of vehicles and synchronized with the passing times of other trips at common timing point(s). | 3 | | |
| 2.5 | Able to create trips based on the passing time at any one of the trip timing point. | 2 | | |
| 2.6 | Able to modify time point passing time at any time point in existing trips. | 3 | | |
| 2.7 | Able to modify selected trips, for instance to change the origin, the destination, the trip path. | 3 | | |
| 2.8 | Able to shift all time points passing times in a trip (positively or negatively) by a user specified amount of time in one step. | 3 | | |
| 2.9 | Capable of graphically and/or numerically displaying the times of all trips and route traveling through a common time point. | 3 | | |
| 2.1 | <p>Allows for different running times between time points by</p> <ul style="list-style-type: none"> • Direction • Time of day (indicate the maximum number time periods supported) • Day of week • Route. | 3 | | |

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|------|---|---|--|--|
| 2.11 | Support the definition of base running times between two timing points that are common to many routes (ie. New routes using the two timing points would automatically inherit the defined base running time). | 2 | | |
| 2.12 | Ability to change the running time between 2 timing points and automatically recalculate all trips that were built using that running time. | | | |
| 2.13 | Allow for variations on deadhead running times as a function of the time or period of the day. | 3 | | |
| 2.14 | Allows or prohibits interlining between routes via a user defined parameter. | 3 | | |
| 2.15 | Allows pulling vehicles from more than one garage or location. | 2 | | |
| 2.16 | Includes the ability to develop feasible connections with other modes/carries (e.g. Commuter rail, other service providers) | 2 | | |
| 2.17 | Able to define minimum layovers globally, at trip start, at trip end, by place, by route, by schedule type, by time of day, and by combinations of these; and as a fixed value or as a percentage. | 3 | | |
| 2.18 | Describe/illustrate the graphical methods of viewing and working with schedules. | 0 | | |
| 2.19 | Ability to control the displayed timing points in the various displays. | 3 | | |
| 2.2 | Describe the block building algorithm included in the proposed application and the supported options. | 0 | | |
| 2.21 | Ability to accept, reject or edit automatic blocking solutions. | 3 | | |
| 2.22 | Able to automatically renumber trips, blocks, operator workdays based on user-specified sorting order and criteria. | 3 | | |
| 2.23 | Able to load simultaneously multiple vehicle schedule scenarios (for comparison, for copying trips from one to the other, etc.). | 3 | | |
| 2.24 | Produces reports on platform, deadhead, and revenue hours and miles by user defined parameters such as trips, block, route, time period, service days, garage, operator. | 3 | | |

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| 2.25 | Allows the user to define a limit and a validation on the number of vehicles allowed simultaneously at a given time point (for example, there is a constraint on the number of buses that can be accommodated at any one time at a transit center). | 3 | | |
| 2.26 | Supports infinite patterns (or variants) on a route (specify if a maximum exists). | 3 | | |
| 2.27 | Able to maintain seasonal routes. | 3 | | |
| 2.28 | Able to maintain variations of service or day's exceptions by day of week (i.e. extra Friday night service). | 3 | | |
| 2.29 | Able to maintain alternate schedules (for example schedules for No School, 2 hr School Delay, Early School Release). Specify maximum number of alternate schedules. | 3 | | |
| 2.3 | The application must be configurable via parameters and rules and modified by an authorized users/supervisor to reflect union contract provision adjustments including but not limited to: <ul style="list-style-type: none"> • Min/max work times • Part-time operator work restrictions • Spread times • Spread premiums • Report times • Travel time • Overtime • Guarantee | 3 | | |
| 2.31 | Ability to define as soft rules the preferences for operator workday characteristics. | 3 | | |
| 2.32 | Ability to define target ratios for the number of operator workdays of various types, in order to provide a balanced solution. | 3 | | |
| 2.33 | Ability to define non-driving operator assignments, and assignments that include a driving element and a non-driving element within a day. | 3 | | |
| 2.34 | A configurable automatic runcutting algorithm capable of generating a globally optimized crew solution for an entire garage is proposed. | 3 | | |
| | The runcutting algorithm is able to optimize scheduling functions to minimize the following: | | | |

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|------|--|---|--|--|
| 2.36 | <ul style="list-style-type: none"> • Cost • Number of operators | | | |
| 2.37 | Ability for the users to locally adjust the rules and parameters that control the automatic runcutting algorithm so that users can run what-if scenarios. | 3 | | |
| 2.38 | Ability to warn and ignore violations of work rules during interactive construction of operator assignments. | 3 | | |
| 2.39 | Ability to lock and unlock schedules by users (controlled by user level security). | 3 | | |
| 2.4 | Ability to analyze cost with respect to union contract provisions, including, but not limited to: pay rates, work rules, management requirements, facility specific rules. | 3 | | |
| 2.41 | <p>Able to manually accept, reject, or edit automatic run cuts</p> <ul style="list-style-type: none"> • By route • By vehicle type • By block • By run | 3 | | |
| 2.42 | Ability to easily query individual runs for all related information. | 3 | | |
| 2.43 | Ability to assign vehicle types and/or vehicle characteristics to routes and to have ability to override or enforce vehicle assignments at scheduling level. | 3 | | |

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| 2.44 | Ability to define different types of reliefs (on-street, pull-in to garage, car relief). | 3 | | |
| 2.45 | Allow user to identify certain time points as relief points between operator assignments and automatically build the travel time into the assignments. | 3 | | |
| 2.46 | Ability to prohibit relief at a given location for part of the day, or for a specified direction. | 3 | | |
| 2.47 | Ability to calculate travel time based on the vehicle schedule (drivers traveling from the depot to start place, from the canteen to the relief place ...) | 2 | | |
| 2.48 | Maintain accurate statistics on revenue and non revenue mileage. | 3 | | |
| 2.49 | Unlimited ability to save and retrieve previous run cuts. | 3 | | |
| 2.5 | The name of each runcut must be unique when saved, with a validation to prevent duplicate runcut identifiers. | 3 | | |
| 2.51 | Capability to produce paddles (driver time cards) by operator workday. | 3 | | |
| 2.53 | <p>Ability to maintain notes at the following levels and to selectively address them to the drivers, the scheduler and/or the public:</p> <ul style="list-style-type: none"> • Timepoints • Trips | 3 | | |
| 2.54 | Compute trip distance. | 3 | | |
| 2.55 | Support flexible sign-on/off matrix varying by place, time of the day, type of relief, vehicle group, type of operator workday. | 3 | | |

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|------|---|---|--|--|
| 2.56 | Ability to define multiple operator workday types. | 3 | | |
| 2.57 | All rules and parameters for runcutting are user defined and can be changed by the user in the future. | 3 | | |
| 2.58 | Ability to maintain a calendar of schedules in production. | 3 | | |
| 2.59 | Ability to create vehicle and crew schedule statistics for a specified interval of dates. | 3 | | |
| 2.6 | Ability to create interfaces based on a calendar that records which vehicle and crew schedules are in effect for each date of a period. | 3 | | |

| Rostering | | Weight | Response code | Description |
|-----------|---|--------|---------------|-------------|
| 3.1 | Ability to define parameters like minimum rest time, target rest time, free periods. | 3 | | |
| 3.2 | Ability to handle multiple rosters at same time, with allocation of operator workdays to a roster, based on preset criteria (for example: AM work or PM work; or workday type – straight, split; etc.). | 3 | | |
| 3.3 | Ability to define patterns for days off. | 3 | | |
| 3.4 | Ability to control operator workdays in each cell via patterns to match requirement to have early operator workdays before a day off, and late operator workdays after a day off. | 3 | | |
| 3.5 | Ability to define rules to control days off, weekend off, working time, Mondays off, categories of operator workdays. | 3 | | |
| 3.6 | Ability to favor restricting roster position to a single operator workday, a single route, a single group of routes, etc. | 3 | | |
| 3.7 | Ability to fix columns, fix rows. | 3 | | |
| 3.8 | Ability to define holidays. | 3 | | |
| 3.9 | Ability to handle four and five day working week. | 3 | | |
| 3.11 | Ability to build roster positions interactively. | 3 | | |
| 3.12 | Ability to display roster assignments by operator workday ID, operator workday type, operator workday start/end time, line/route, etc. | 3 | | |
| 3.13 | Ability to swap roster day assignments between positions. | 3 | | |
| 3.14 | Ability to swap full week's assignments between positions. | 3 | | |
| 3.15 | Ability to define rules and parameters to meet company and government regulations. | 3 | | |
| 3.16 | Ability to optimize rosters using an algorithm that considers hard and soft rules and cost parameters. | 3 | | |

| Reporting | | Weight | Response code | Description |
|-----------|--|--------|---------------|-------------|
| 4.1 | The application shall include a set of standard reports, and a configurable reporting tool (e.g., Crystal Reports). | 3 | | |
| 4.2 | Provide details on the reporting tool and capability for the users to define their own report templates and to modify the templates provided by vendor. | 0 | | |
| 4.2 | <p>Reports available as standard: (provide samples and details for each):</p> <ul style="list-style-type: none"> • Headways • Block paddles • Detailed Driver Run Sheet, Including Sign-On, Sign-Off, Pull-In, Pull-Out • Vehicle Requirements Summaries • Public Timetable • Mileage and Platform Hours Data By Route By Day • Bus Stop List By Route <ul style="list-style-type: none"> • Bus Stop List For Entire application • Bus stop list by user-defined subdivision • Time Point List By Route • User Defined Reports | | | |
| 4.3 | The reporting tool shall allow authorized users to create new and to edit/configure existing report formats. | 3 | | |

| Item | Requirement | Requirement Type | Compliance | | | Comments |
|--|---|------------------|------------|---------|---------------|---|
| | | | Full | Partial | Not Available | |
| Interface / Software Functionality | | | | | | |
| 1 | Scheduling software user interface shall have a standard Windows user interface look and feel, including support for standard windows keyboard shortcuts (i.e. CTRL+C, CTRL+V, etc.) | Required | | | | |
| 2 | All major features shall be available from toolbar icons and all features shall be accessible with point-and-click dialog boxes. | Required | | | | |
| 3 | All features including definitions, costs and optimizers shall be directly configurable from the user interface with no program customization required. | Required | | | | |
| 4 | All data shall only need to entered once with no retyping of data necessary | Required | | | | |
| 5 | Software shall have a fully searchable, indexed help system either online or built into the software and comprehensive user manual. | Required | | | | |
| 6 | User shall be able to create and modify report templates from within the user interface | Required | | | | |
| 7 | Software shall have auto-save and auto-recovery, versioning and file archiving | Optional | | | | |
| 8 | Customizable tool bars with the ability to turn off or grey out unwanted tools as well as the ability to set the order of columns, hide and show columns, as well as having pre-defined workspace layouts and the ability to save layouts either for individual users or system wide. | Optional | | | | |
| Database Structure and Exports | | | | | | |
| 9 | Record-level locking that allows simultaneous multi-user access without data conflicts | Required | | | | |
| 10 | Accommodate current Route, Run, Trip numbering and naming conventions with route, stop/timepoint, and pattern names accommodating at least 64 characters. | Required | | | | |
| 11 | Allows set up of individual security rights to the program/database, including either roles or restrictions to individual user accounts. | Required | | | | |
| 12 | Database shall be ODBC compliant, allowing other applications to access the database through the Windows ODBC interface. | Required | | | | There is no need to use direct database access through ODBC, in fact, this approach is <i>not</i> recommended as it requires extensive intimacy with the data structure, and fails to capture the “calculated” attributes which are dynamic as opposed to static in a table column. Please see section 4.05 of our proposal for the proposed Industry Best Practice approach to data interfacing. |
| 13 | Capable of exporting data and reports in multiple industry standard formats (i.e. CSV, XLS, PDF, etc.). Exports must include an editable filetype option, such as, but not limited to: DOC/DOCX, TXT, CSV, XLS/XLSX. | Required | | | | |
| 14 | Access to database provided to agency via either ODBC or API to retrieve data that may not be available in canned or custom reports | Required | | | | The system comes with a fully documented, easy to use and English-based data export language (OIG/d) which users can use to create reports and exports. This language is so flexible and powerful that even GIRO, the developer of HASTUS, relies on this approach for the vast majority of its interfaces and reports. |
| 15 | Ability to create a set of flat files for export to General Transit Feed Specification (GTFS) format, consistent with Google Transit's data structure requirements | Required | | | | |
| 16 | GTFS export includes a functional shapes.txt file based off of stop to stop linking from built in mapping software | Optional | | | | |
| 17 | Data is to remain the property of LANTA and can be exported or migrated to other transit scheduling packages as required. | Optional | | | | |
| Route, Patterns, Stops, and Timepoints | | | | | | |
| 18 | System allows users to define routes as a set of points, patterns and/or stops | Required | | | | |
| 19 | System allows route definition to be performed in a tabular, graphical and/or geographical manner. | Required | | | | |
| 20 | Allows attributes to be defined for each time point and stop (name, maximum vehicle, presence of a shelter, capacity, ADA compliant, etc.) | Required | | | | |
| 21 | System allows any number of trip patterns to be defined as distinct bus stop sequences, including the designation of selected stops in each trip pattern as schedule time points. | Required | | | | |
| 22 | Capable of calculating distances for deadhead route segments, entire trip patterns and selected trip pattern segments defined by user | Required | | | | |
| 23 | Capable of displaying all trip patterns, or fixed portions of flexible trip patterns on a map for visual display. | Required | | | | |

| Item | Requirement | Requirement Type | Compliance | | | Comments |
|---------------|--|------------------|------------|---------|---------------|----------|
| | | | Full | Partial | Not Available | |
| 24 | Allow definition of average running speeds for various days and time periods, for deadhead segments and between designated pairs of stops along each trip pattern. | Required | | | | |
| 25 | The system will have up to date geospatial data and a customizable service area, with road, water, and municipal boundaries that are either updated as new roadways county, municipality, and census tract shapefiles are updated, or able to be manually updated using ESRI .SHP file format or other common, non-proprietary geospatial vector data formats. The map will be able to be kept up to date without an additional customization fee. | Required | | | | |
| 26 | Ability to select a time point and see by direction all the routes that run through that time point to build proper spacing or timed transfers. | Required | | | | |
| 27 | Allows interactions with the map functions within the software to select time point/stop locations and sequentially place them in order in a route sequence establishing the latitude/longitude for the stop as well as the distance from the previous location. Points will be selected and added until a route is built or route modification is complete and then system will provide route length and scheduled running time. | Required | | | | |
| 28 | Allows divisions to be grouped, or seperated by service, division, and service purposes. | Required | | | | |
| 29 | Head sign codes and route periodic announcements for the route that is in service may be configured and set at the individual pattern level. IDs must be able to be integers from one (1) to five (5) digits in length. | Required | | | | |
| 30 | System will automatically insert directional information from the pattern and automatically print to a paddle and a separate turn by turn (directional by route) sheet. Paddles may be generated and printed either for an individual run or for all runs on a specific service level. Exports must include an editable filetype option, such as, but not limited to: DOC/DOCX, TXT, CSV, XLS/XLSX. | Required | | | | |
| 31 | System will automatically insert head sign code information from the pattern and automatically print to a paddle through notes or separately. | Required | | | | |
| 32 | The system will be able to, after all mapping is completed and stops/time points are allocated in a sequence, truncate a pattern into a shorter pattern for short trips without the need to recreate the entire pattern the portion of the pattern required. | Required | | | | |
| 33 | Ability to define specific vehicle types. | Required | | | | |
| 34 | Ability to require specific vehicle types on individual routes or patterns for blocking purposes. | Required | | | | |
| 35 | The system will provide a commercially available supportable and non-proprietary mapping system | Optional | | | | |
| 36 | Able to export a route's patterns (either collectively as the entire route or individually) as a common shapefile format (e.g., KML, .SHP) , vector, or image file. | Optional | | | | |
| 37 | Allow users easily to implement special service variatons for events or seasonal variations, determining vehicle and driver requirements and determine impact on service and cost implications. | Optional | | | | |
| 38 | The system will have the ability to graphically display relief and meal break locations on the map | Optional | | | | |
| 39 | The mapping system will have the ability to be created starting at any location and not anchored to the nearest intersection with the ability to plot freehand an area that might not be available on the map. | Optional | | | | |
| Trip Building | | | | | | |
| 40 | Comments can be assigned to specific trips and to specific time points, with comments included on relevant driver paddles. | Required | | | | |
| 41 | Trips and routes built in one signup can be copied and pasted or imported into another signup without any additional updates barring conflicting entries. | Required | | | | |
| 42 | The software has the ability to build separate trips on one route and in one schedule signup, i.e. School open and school closed or more complex pairings if required. These trips will also have the ability to be blocked independently. | Required | | | | |
| 43 | The trips of more than one route can be viewed simultaneously in the same screen or independently as time, headway or running time at each time point. Trips can also be adjusted as a group or independently. | Required | | | | |
| 44 | The build node for a trip can be removed completely or adjusted as the need dictates. | Required | | | | |
| 45 | Running Time can be incrementally and automatically updated as running times change throughout the day. | Required | | | | |
| 46 | Trips can be shifted as a group or individually. | Required | | | | |
| 47 | Deadhead notes can be added or updated automatically by the software. | Required | | | | |

| Item | Requirement | Requirement Type | Compliance | | | Comments |
|-------------------|---|------------------|------------|---------|---------------|----------|
| | | | Full | Partial | Not Available | |
| 48 | Able to set trip running times using incremental running times. As trips enter and leave set time bands the running time will automatically adjust to account for the new times. | Required | | | | |
| 49 | Software can show two times at one location i.e. Mid-route Transfer Center and will not be counted towards running time or on time performance in LANTA's ATMS platform. | Optional | | | | |
| 50 | The system will have the ability to graphically see potential interline possibilities and will not include ones that are not available. | Optional | | | | |
| 51 | Software will have the ability to perform changes or updates to more than one trip using a simple easy to use format. | Optional | | | | |
| 52 | Notes and comments can be viewed and edited by route or routes. | Optional | | | | |
| 53 | Shows Running time patterns individually by time of day in a separate table. | Optional | | | | |
| 54 | The system shall assign individual trip numbers to each trip for each trip in the event that Random NTD reporting can be processed electronically. | Optional | | | | |
| Blocking | | | | | | |
| 55 | Staff will have the capability to manually block in the software, as well as have the software perform optimized blocking. Staff can manually edit optimized blocking as needed. | Required | | | | |
| 56 | Block numbers are updateable by pullout time and customizable by route. The system will automatically assign the numbering system when prompted. The block numbering scheme can be defined and customized. Blocks must be able to be defined as solely integers. | Required | | | | |
| 57 | Blocking can be preformed individually by route or combined for purposes of interlining. | Optional | | | | |
| 58 | Blocking Optimizer that has multiple parameters to adjust recovery including by route, end of line and time of day. | Optional | | | | |
| 59 | Ability to block by route and division separately. | Optional | | | | |
| 60 | Ability to move pieces of blocks with one one move to another block if desired. | Optional | | | | |
| 61 | Ability to interline from the blocking tool with graphic assistance of all possible interlines and the ability to make those changes on the graph or in the blocking tool. | Optional | | | | |
| Runcutting | | | | | | |
| 62 | Allow users to automatically or manually assign run numbers and can be customizable at the user level. | Required | | | | |
| 63 | System shall generate runs that incorporate all applicable LANTA labor provisions and management rules. | Required | | | | |
| 64 | System shall provide a warning/flag when a manually or automatically generated runcut violates applicable LANTA labor provisions and management rules. | Required | | | | |
| 65 | Allows for the development of alternative runcut scenarios, allowing LANTA management to compare resulting hours and costs for each scenario. Scenarios shall provide a detailed summary of hours and costs, specifically detailing layover time, run length, overtime and peak bus requirements. | Required | | | | |
| 66 | Allows user to define number or percent of straight runs, split runs and compressed work weeks (i.e. part time runs, 4 (10hr) runs) when developing run cut scenarios. | Required | | | | |
| 67 | Ability to runcut by target constraint including number of runs, number of drivers, clasification of runs and type of runs. | Required | | | | |
| 68 | Ability to print and/or export headway, paddle and runcuts sheets separtate day variations so that a driver can see on a specific day what their work is and what pay would be i.e. school open school closed would reflect both variations. Exports must include an editable filetype option, such as, but not limited to: DOC/DOCX, TXT, CSV, XLS/XLSX. | Required | | | | |
| 69 | Allows user to manually cut some or all of the blocks. | Required | | | | |
| 70 | Offers solutions to gradually increase or decrease bus service frequencies to meet demand by time of day, offering easy "what-if" analysis. | Required | | | | |
| 71 | The system will have the ability to store a prestine set of hard parameters outside of the current system that can be loaded without soft parameters for each signup. | Required | | | | |
| 72 | Software provider will set up all hard rules in acordance with the collective baganing agreement (CBA) and Hard parameters to create the most efficient runcut that complies with the CBA and any other labor regulations. | Required | | | | |
| 73 | Allows for inclusion of notes on driver assignment "paddle" attached to time points/stops and deadhead comments. | Required | | | | |

| Item | Requirement | Requirement Type | Compliance | | | Comments |
|--------------------------------|--|------------------|------------|---------|---------------|--|
| | | | Full | Partial | Not Available | |
| 74 | The system will have the ability to graphically display only potential interline possibilities during runcutting and will not display or include options (graphically) that are unavailable. | Optional | | | | |
| 75 | The system will automatically be able to update and properly create the vehicle requirements through pulls and reliefs. | Optional | | | | |
| 76 | Automatically generates operator assignment "paddle" for each run and can be customizable (modified epd) | Optional | | | | |
| Bidding & Rostering | | | | | | |
| 77 | System shall be capable of building a roster automatically in accordance with CBA work rules. | Required | | | | |
| 78 | System shall support both roster and cafeteria style bids | Required | | | | |
| 79 | Capability to take into account special service in effect for selected dates (e.g. Holidays) | Required | | | | |
| 80 | Capability to create separate rosters for various groups of employees | Required | | | | |
| 81 | System shall validate operator choices to determine whether each driver meets minimum rest time requirements between runs and minimum/maximum assigned work load requirements. | Required | | | | |
| 82 | System allows for bids to be based upon seniority and remove from availability work assignments that have already been selected by others | Required | | | | Although full employee information and status cannot be stored in the software, users can input names/ID associated to roster weeks upon operator bidding. Assigned work can be removed from lists through automated/dynamic filters and any work already picked by an employee, if inadvertently picked again, will trigger a prohibitive validation message. |
| 83 | Completed roster will include pay calculations in the form of hours of pay, including overtime and spread pay calculations based off of the CBA. | Required | | | | |
| 84 | Able to exclude specific trips, patterns, or blocks from bidding / rostering as selected by user. | Required | | | | |
| 85 | System can create various roster scenarios for testing and review. | Optional | | | | |
| 86 | System will create jobs that are streetable at the final rostering scenario. | Optional | | | | |
| Reporting | | | | | | |
| 87 | Reporting function includes both standard and customizable reports. Report exports must include an editable filetype option, such as, but not limited to: DOC/DOCX, TXT, CSV, XLS/XLSX. | Required | | | | |
| 88 | Report available for each trip pattern, listing the distances and running times between time points/stops, as well revenue and non-revenue miles and hours. | Required | | | | |
| 89 | Generate detailed timetables for each route and for each service level, with the ability to mark trips or patterns as excluded from time table generation | Required | | | | |
| 90 | Generate timetables suitable for providing schedule information to customers (in pocket timetables) | Required | | | | |
| 91 | Generate report listing the set of runs in each roster in a suitable format for driver signup | Required | | | | |
| 92 | Generate a report of projected miles and hours on an annual basis (for budgeting purposes) | Optional | | | | |
| 93 | Allows for user generation of custom/flexible reports within the software interface and for reports to be saved per user or for all active users. | Required | | | | |
| 94 | Capable of preparing a printable operating board document for use before or after bidding is completed for each duty. | Required | | | | |
| 95 | System will be customizable to prepare sufficient room for stop location naming conventions for both Operator and Public Display | Required | | | | |
| 96 | "What-if" analysis can analyze possible Title VI implications | Optional | | | | |
| 97 | Ability to export specific Nodes and times for various departments or purposes, such as to limit what time points are shown when exporting a schedule. | Optional | | | | |

| Scheduling and Runcutting | | Weight | Response code | Description |
|---------------------------|---|--------|---------------|-------------|
| 2.1 | <p>Able to copy trips as follows:</p> <ul style="list-style-type: none"> • One schedule to a new schedule- i.e. winter to summer. • One or many trips from one schedule to another schedule- i.e. copy two trips from the winter schedule to spring schedule • One trip within the current schedule • Special trips from one schedule to a new schedule- i.e. Sports events | 3 | | |
| 2.2 | Able to accommodate at least 99 timepoints per pattern or route variant. | 2 | | |
| 2.3 | Able to define time points that are not actual bus stops | 3 | | |
| 2.4 | Able to create trips individually, for a specified headway for a time interval, for a specified number of vehicles and synchronized with the passing times of other trips at common timing point(s). | 3 | | |
| 2.5 | Able to create trips based on the passing time at any one of the trip timing point. | 2 | | |
| 2.6 | Able to modify time point passing time at any time point in existing trips. | 3 | | |
| 2.7 | Able to modify selected trips, for instance to change the origin, the destination, the trip path. | 3 | | |
| 2.8 | Able to shift all time points passing times in a trip (positively or negatively) by a user specified amount of time in one step. | 3 | | |
| 2.9 | Capable of graphically and/or numerically displaying the times of all trips and route traveling through a common time point. | 3 | | |
| 2.1 | <p>Allows for different running times between time points by</p> <ul style="list-style-type: none"> • Direction • Time of day (indicate the maximum number time periods supported) • Day of week • Route. | 3 | | |

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| 2.11 | Support the definition of base running times between two timing points that are common to many routes (ie. New routes using the two timing points would automatically inherit the defined base running time). | 2 | | |
| 2.12 | Ability to change the running time between 2 timing points and automatically recalculate all trips that were built using that running time. | | | |
| 2.13 | Allow for variations on deadhead running times as a function of the time or period of the day. | 3 | | |
| 2.14 | Allows or prohibits interlining between routes via a user defined parameter. | 3 | | |
| 2.15 | Allows pulling vehicles from more than one garage or location. | 2 | | |
| 2.16 | Includes the ability to develop feasible connections with other modes/carries (e.g. Commuter rail, other service providers) | 2 | | |
| 2.17 | Able to define minimum layovers globally, at trip start, at trip end, by place, by route, by schedule type, by time of day, and by combinations of these; and as a fixed value or as a percentage. | 3 | | |
| 2.18 | Describe/illustrate the graphical methods of viewing and working with schedules. | 0 | | |
| 2.19 | Ability to control the displayed timing points in the various displays. | 3 | | |
| 2.2 | Describe the block building algorithm included in the proposed application and the supported options. | 0 | | |
| 2.21 | Ability to accept, reject or edit automatic blocking solutions. | 3 | | |
| 2.22 | Able to automatically renumber trips, blocks, operator workdays based on user-specified sorting order and criteria. | 3 | | |
| 2.23 | Able to load simultaneously multiple vehicle schedule scenarios (for comparison, for copying trips from one to the other, etc.). | 3 | | |
| 2.24 | Produces reports on platform, deadhead, and revenue hours and miles by user defined parameters such as trips, block, route, time period, service days, garage, operator. | 3 | | |

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| 2.25 | Allows the user to define a limit and a validation on the number of vehicles allowed simultaneously at a given time point (for example, there is a constraint on the number of buses that can be accommodated at any one time at a transit center). | 3 | | |
| 2.26 | Supports infinite patterns (or variants) on a route (specify if a maximum exists). | 3 | | |
| 2.27 | Able to maintain seasonal routes. | 3 | | |
| 2.28 | Able to maintain variations of service or day's exceptions by day of week (i.e. extra Friday night service). | 3 | | |
| 2.29 | Able to maintain alternate schedules (for example schedules for No School, 2 hr School Delay, Early School Release). Specify maximum number of alternate schedules. | 3 | | |
| 2.3 | The application must be configurable via parameters and rules and modified by an authorized users/supervisor to reflect union contract provision adjustments including but not limited to: <ul style="list-style-type: none"> • Min/max work times • Part-time operator work restrictions • Spread times • Spread premiums • Report times • Travel time • Overtime • Guarantee | 3 | | |
| 2.31 | Ability to define as soft rules the preferences for operator workday characteristics. | 3 | | |
| 2.32 | Ability to define target ratios for the number of operator workdays of various types, in order to provide a balanced solution. | 3 | | |
| 2.33 | Ability to define non-driving operator assignments, and assignments that include a driving element and a non-driving element within a day. | 3 | | |
| 2.34 | A configurable automatic runcutting algorithm capable of generating a globally optimized crew solution for an entire garage is proposed. | 3 | | |
| | The runcutting algorithm is able to optimize scheduling functions to minimize the following: | | | |

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| 2.36 | <ul style="list-style-type: none"> • Cost • Number of operators | | | |
| 2.37 | Ability for the users to locally adjust the rules and parameters that control the automatic runcutting algorithm so that users can run what-if scenarios. | 3 | | |
| 2.38 | Ability to warn and ignore violations of work rules during interactive construction of operator assignments. | 3 | | |
| 2.39 | Ability to lock and unlock schedules by users (controlled by user level security). | 3 | | |
| 2.4 | Ability to analyze cost with respect to union contract provisions, including, but not limited to: pay rates, work rules, management requirements, facility specific rules. | 3 | | |
| 2.41 | <p>Able to manually accept, reject, or edit automatic run cuts</p> <ul style="list-style-type: none"> • By route • By vehicle type • By block • By run | 3 | | |
| 2.42 | Ability to easily query individual runs for all related information. | 3 | | |
| 2.43 | Ability to assign vehicle types and/or vehicle characteristics to routes and to have ability to override or enforce vehicle assignments at scheduling level. | 3 | | |

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| 2.44 | Ability to define different types of reliefs (on-street, pull-in to garage, car relief). | 3 | | |
| 2.45 | Allow user to identify certain time points as relief points between operator assignments and automatically build the travel time into the assignments. | 3 | | |
| 2.46 | Ability to prohibit relief at a given location for part of the day, or for a specified direction. | 3 | | |
| 2.47 | Ability to calculate travel time based on the vehicle schedule (drivers traveling from the depot to start place, from the canteen to the relief place ...) | 2 | | |
| 2.48 | Maintain accurate statistics on revenue and non revenue mileage. | 3 | | |
| 2.49 | Unlimited ability to save and retrieve previous run cuts. | 3 | | |
| 2.5 | The name of each runcut must be unique when saved, with a validation to prevent duplicate runcut identifiers. | 3 | | |
| 2.51 | Capability to produce paddles (driver time cards) by operator workday. | 3 | | |
| 2.53 | <p>Ability to maintain notes at the following levels and to selectively address them to the drivers, the scheduler and/or the public:</p> <ul style="list-style-type: none"> • Timepoints • Trips | 3 | | |
| 2.54 | Compute trip distance. | 3 | | |
| 2.55 | Support flexible sign-on/off matrix varying by place, time of the day, type of relief, vehicle group, type of operator workday. | 3 | | |

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| 2.56 | Ability to define multiple operator workday types. | 3 | | |
| 2.57 | All rules and parameters for runcutting are user defined and can be changed by the user in the future. | 3 | | |
| 2.58 | Ability to maintain a calendar of schedules in production. | 3 | | |
| 2.59 | Ability to create vehicle and crew schedule statistics for a specified interval of dates. | 3 | | |
| 2.6 | Ability to create interfaces based on a calendar that records which vehicle and crew schedules are in effect for each date of a period. | 3 | | |